

## **Exhibit 2**

## CONTRACTOR TEAMING ARRANGEMENT (CTA)

This Arrangement to Team (“Teaming Arrangement”), effective January \_\_, 2018 is between Siemens Medical Solutions USA, Inc. (“Siemens”) and Western Shelter Systems (“Integrator”).

WHEREAS, Siemens is preparing an offer to the Defense Logistics Agency (“DLA”) under Request for Offer DLA-FSDA-RFO-12142017 for a Deployable CT (“RFO”); and

WHEREAS, Siemens and Integrator desire to combine their respective capabilities and team pursuant to the provisions of the Federal Acquisition Regulations (FAR) subpart 9.6 to prepare and submit a responsive offer for the RFO.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein, Siemens and Integrator agree as follows:

1. Integrator will assist Siemens in developing and preparing those portions of a responsive offer that relate to proposed designs, plans, supplies and materials and other services of Integrator that would meet the DLA’s specifications for a deployable CT in a refurbished ISO Shelter (“Shelter Services”). Integrator warrants and represents that its proposed Shelter Services shall be provided exclusively to Siemens and Siemens only and that Integrator will not provide Shelter Services to any other party responding to the RFO during the term of this Agreement. Breach of this exclusivity provision shall immediately void this Agreement and render it unenforceable.
2. Terms and conditions of any future purchase order issued by Siemens to Integrator will be subject to the terms and conditions of a Subcontract to be negotiated by the parties. A term sheet with key terms and conditions of a Subcontract will be negotiated concurrently with the Shelter Services assistance of Integrator to Siemens in responding to the RFO. The Subcontract would also include other provisions to be mutually agreed upon by the parties, including the flow-down of applicable federal acquisition regulations and defense federal acquisition regulations that may appear in future DLA purchase orders issued to Siemens after contract award. Under the Subcontract, both parties would also agree to comply with all applicable laws, regulations, and governmental enforcement guidance under or in relation to their respective rights and obligations under the Subcontract.
3. Siemens and Integrator will each bear its respective costs, risks, and liabilities incurred as a result of its obligations and efforts under this Teaming Arrangement. Therefore, neither party shall have any right to any reimbursement, payment, or compensation of any kind from each other during the period between the effective date of this Teaming Agreement and the execution of any Subcontract resulting from a contract award or purchase order to Siemens.
4. Duration of Arrangement. This Teaming Arrangement shall continue from the effective date specified above until a contract award is made under the RFO, or the agreement is terminated under the provisions herein.

5. The designated points of contact for the Team Members are:

|   |   |
|---|---|
| Team Lead: Christiane Torres<br>Siemens Medical Solutions USA, Inc.<br>40 Liberty Blvd<br>Malvern, PA 19380<br>Phone: 610-585-6887<br>Email: Christiane.torres@siemens-healthineers.com | Team Member: Jean-Louis Gomes<br>Western Shelter Systems<br>830 Wilson Street<br>Eugene, OR 97402<br>Phone: (910) 354-9239<br>Email: jlgomes@westernshelter.com |
|---|---|

6. Specific Team Activities and Delivery Responsibilities.

- a. Siemens shall be the Team Lead. As Team Lead, Siemens' responsibilities are managing the development and submission of an offer for the RFO, and providing clear directions and instructions to Integrator as to what a response offer for Shelter Services for the RFO should include, along with specific deadlines for RFO Shelter Services assistance deliverables from Integrator.
- b. Integrator agrees to provide the necessary personnel, services and assistance to Siemens so that Siemens can prepare a proposal meeting the time deadlines, technical and contracting requirements of the RFO, specifically for integration of a refurbished ISO Shelter with a Siemens CT, consistent with the specifications and terms of the RFO, relevant portions attached hereto as Appendix A. To the extent required and requested by Siemens, Integrator will support and participate in reviews, presentations, briefings, or other communications necessary to support Siemens' offer under the RFO relating to Shelter Services.
- c. Integrator's primary delivery responsibilities and time deadlines shall be as follows:

| Delivery Date     | Delivery Scope   |
|-------------------|--|
| February 1, 2018  | First rough draft of proposed solution of integration of the Siemens SOMATOM Go CT scanner in the refurbished DoD ISO Shelter and ideas on hardening the system  |
| February 8, 2018  | Final solution of integration of the Siemens SOMATOM Go CT scanner in the refurbished DoD ISO Shelter  |
| February 8, 2018  | Pricing for necessary parts and all labor performed by Western Shelter Systems for the scope of the project on a per unit basis and finalized Term Sheet   |
| February 15, 2018 | Final documents for Siemens to include in its RFO submission: <ul style="list-style-type: none"> <li>- Detailed drawing of the proposed solution of the shelter during transport and during transportation</li> <li>- Outline of hardening measures provided by Western</li> </ul> |

|  |   |
|--|---|
|  | <p>Shelter Systems to ensure passing of environmental testing by the DoD as outlined under “G. Environmental Minimum Requirements” in the RFO. Ideally including engineering models/estimations of impact to be expected during testing.</p> <ul style="list-style-type: none"> <li>- Western Shelter Systems company profile, description of why Western Shelter Systems is a suited integrator for this project and a reference list highlighting any military projects and mobile CT/PET-CT/MRI projects and any others that might be relevant to show Western Shelter Systems’ expertise in such an integration project.</li> <li>- Proof of fair and reasonable pricing for the deliverables by Western Shelter Systems as part of the project on a per unit basis.</li> </ul> |
|--|---|

- d. Responsibilities for both parties are subject to change at the issuance of any future amendments to the RFO, which shall automatically be made a part of this Agreement under Appendix A.
  - e. Each Party to this Agreement will perform its proposal preparation responsibilities for the RFO at no cost to the other.
7. Legal Relationship. Nothing in this Teaming Agreement shall constitute or create a joint venture of separate subsidiary of either Team Member. The Team Members shall remain independent contractors under the terms of this Teaming Agreement.
8. Limitation of Liabilities. Each Team Member is only liable for that members' performance delivery requirements specified in this Teaming Agreement. In no event will either Party to this Agreement be liable to the other for special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if informed of such possibility.
9. Confidential Information/Publicity. The Team Members agree to protect each Team Member's and the client's confidential information as described in the Non-Disclosure Agreement as previously signed and executed and effective January 24<sup>th</sup>, 2018. Any news releases, public announcements or publicity of any type with regard to this Agreement and the participation of the Parties on the team prepared by or on behalf of one Party shall not be released without prior approval of the other.

10. Continued Ownership of Intellectual Property. All Confidential Information produced prior to the execution of this Agreement by each party shall remain the property of the individual Party, and mutual obligations of confidentiality and non-use shall survive the termination of this Agreement. “RFO Offer Materials” shall be defined as all trademarks, copies of manuals, instructional aids such as slides, transparencies, drawings, graphics, videos and photographs, and any other electronic, written or visual aids used in providing each party’s services hereunder, comprising original works of authorship by Siemens or Integrator as applicable, fixed in any medium of expression. Each party owns and will continue to own the Intellectual Property Rights to the RFO Offer Materials related to its own contribution and participation in this Teaming Agreement, which are defined as any and all rights, titles and interests throughout the world in all RFO Materials. “Work Product” is defined as any proposals developed during or resulting from either party’s services. All Work Product, whether patentable, copyrightable or not, shall be the respective party’s sole and exclusive property. No right to license whatsoever, either expressed or implied, is granted pursuant to this Agreement under any copyright, trade secret, trademark, trademark application, patent, patent application, or any other proprietary right now or hereafter owned or controlled by each of the parties and this Agreement shall create no obligation on the part of the parties to initiate or continue any discussions, collaborations or further relationships.

11. Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other party and any member, director, officer, employee or agent thereof from and against any and all claims, liabilities, losses, expenses (including attorney’s fees and legal expenses related to such defense), fines, penalties, taxes or damages based on allegations which if true would constitute a breach of any of this Agreement, or a breach of any applicable law or regulation related to the actions of the parties pursuant to this Agreement.

12. Termination. This Agreement shall terminate upon the first of the following:

- a. Either Party may terminate this Agreement with 10 days written notice to the other Party.
- b. The DLA gives official notice that the RFO has been cancelled.
- c. The DLA officially awards a contract to another offeror/vendor/team and any bid protests have been denied.
- d. The DLA disapproves of the inclusion of the Integrator in this Agreement,
- e. If a party materially fails to satisfy its binding, material responsibilities as specified in the Agreement and does not cure such material failure within 5 days of receiving a written notice specifying the material failure.

13. Other provisions. This Agreement contains the complete and final agreement between Siemens and Integrator. No representation, promise or condition in connection with this Agreement shall be binding upon either party unless expressed herein. This Agreement supersedes and voids any prior or collateral understanding between Siemens and Integrator

concerning the RFO. Neither party shall assign its rights or duties under the Agreement in whole or part without prior written approval of the other party. This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

**Siemens  
Duffy-Sandstrom  
Sabine**



Digitally signed by Duffy-Sandstrom Sabine  
DN: serialNumber=Z000BJFS,  
givenName=Sabine, sn=Duffy-Sandstrom,  
o=Siemens, cn=Duffy-Sandstrom Sabine  
Date: 2018.03.30 21:28:03 -04'00'

Authorized Signature

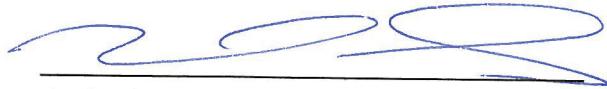
S. Duffy-Sandstrom, VP Federal Accounts

Name/Title

March 1, 2018

Date

**Integrator**



Authorized Signature

Michael Scala/President

Name/Title

Feburary 12, 2018

Date

Authorized Signature

Roth Christopher



Digitally signed by Roth Christopher  
DN: serialNumber=Z000BEGO,  
givenName=Christopher, sn=Roth, o=Siemens,  
cn=Roth Christopher  
Date: 2018.04.02 06:52:10 -04'00'

Name/Title

Christopher Roth, VP Finance

Date

4/02/2018